

Parcel ID: _____

Date: _____

Right-of-Way Driveway Pavers Agreement

I, _____ am the owner or authorized agent, "Owner", of property located at _____, "Property." The Property is adjacent and contiguous to the City's right of way for _____, "Right of Way." Owner would like to construct a driveway approach, consisting of pavers, "Improvements," within the Right of Way, to serve the Property. These Improvements are described and strictly limited by the plans and permit conditions, approved under BLD Permit # _____, "Permit." A sketch of the Improvements is attached to this Right-of-Way Driveway Pavers Agreement ("Agreement") as Exhibit "A."

Furthermore, Owner acknowledges that construction of the Improvements will require a modification to the City's Engineering Standards Manual. The City will agree to allow the modification as described in the Permit, but only based on the representations Owner has made in this Agreement, which representations the City is expressly relying on and without which representations, the City would not issue the Permit. Therefore, Owner understands that the issuance of the Permit is absolutely conditioned on Owner's compliance with the terms of this Agreement.

Owner understands and agrees that:

1. This Agreement is and shall be construed as a license, terminable at will, and not as an easement, or any interest in real property.
2. The Owner will install, construct and maintain the Improvements at its sole cost and expense, until this license is terminated by the City.
3. The Owner shall provide, at its sole expense, all future general maintenance, minor repairs and cleaning to the Improvements. The Improvements shall not be expanded or otherwise modified in any way unless first approved in writing by the City.
4. The City retains the right to maintain and operate the Right of Way in any manner it deems necessary. The City shall have the right to revoke this license at any time, and for any reason. Within twenty (20) days of said revocation/termination, the Owner shall obtain a permit from the City and will be required to remove the Improvements and restore the Right of Way consistent with all applicable rules, regulations, including the then current Engineering Standards and regulations. Should the Owner fail to remove the Improvements, the City shall be authorized to remove the Improvements and invoice the Owner for the costs of said removal and restoration. Should the Owner fail to pay the invoice within 20 days, the City may file a Notice in the Public Records of Orange County which Notice shall be a lien on the Property, which the City may enforce as provided by law.

5. This Agreement shall be recorded in the Public Records for Orange County and shall be binding upon the Owner, his/her/their/its successors, assigns, heirs, executors, administrators, representatives, or upon all persons acquiring an interest to the Property hereafter.
6. The Owner agrees to and shall indemnify, release, hold harmless, and defend the City, its representatives, contractors, employees, elected and appointed officials, from and against all claims, damages, liability, losses, causes of action, and expenses of any sort, including reasonable attorney's fees and costs, and reasonable attorney's fees and costs on appeal, arising out of or resulting from Owner's, his/her/its, their successors', assigns', invitees', guests', contractors', agents, employees or anyone for whose act or acts any of them may be liable, arising from the use of, or actions on, the Property or arising from acts or omissions relating to said Property, this Agreement, the Improvements, or the Right of Way on which the Improvements are constructed.

IN WITNESS WHEREOF, the Owner has hereunto set its hand and seal the day and year above written.

By: _____

Print Name: _____

Signed, sealed and delivered in
the presence of two witnesses:

WITNESSES:

(1) _____

(2) _____

Print Name

Print Name

STATE OF FLORIDA
COUNTY OF ORANGE

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by _____, as the _____, respectively, and on behalf of _____, who is known to me or who possessed a valid _____ driver's license, and who executed the foregoing, this ____ day of _____, 20____.

WITNESS my hand and official seal in the County and State last aforesaid this day of _____, 20____.

Notary Public

Print Name: _____

My Commission Expires: